UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA	§	
	§	
v.	§	CRIMINAL NO. H-14-525-01S
	§	
SEUNG MIN SANTILLAN	§	
a.k.a. Suzy Santillan	§	
a.k.a. Suzi Santillan	§	

PLEA AGREEMENT

The United States of America, by and through Kenneth Magidson, United States Attorney for the Southern District of Texas, and Melissa Annis, Assistant United States Attorney, and the defendant Seung Min SANTILLAN, ("Defendant"), and Defendant's counsel, pursuant to Rule 11(c)(1)(A) and (B) of the Federal Rules of Criminal Procedure, state that they have entered into an agreement, the terms and conditions of which are as follows:

Defendant's Agreement

1. Defendant agrees to plead guilty to Counts One and Three of the Superseding Indictment. Count one charges Defendant with conspiracy to commit bank, mail and wire fraud, in violation of Title 18, United States Code, Section 1349. Count Three charges the Defendant with making a false statement to a bank in violation of Title 18, United States Code, Section 1014. Defendant, by entering this plea, agrees that she is waiving any right to have the facts that the law makes essential to the punishment either charged in the indictment, or proved to a jury or proven beyond a reasonable doubt. In addition, as more fully set forth in the Restitution section of this agreement, Defendant agrees to the issuance of a Presentence Restitution Order requiring Defendant to make monthly restitution payments of $150.00 into the registry of the Court until Defendant is no longer on conditions of release.

Punishment Range

2. The **statutory** maximum penalty for each violation of Title 18, United States Code, Section 1349 and 1014 is imprisonment of not more than 30 years and a fine of not more than \$1,000,000.00. Additionally, Defendant may receive a term of supervised release after imprisonment of up to 5 years after a conviction under Title 18, United States Code, Section 1349 and 1014. *See* Title 18, United States Code, sections 3559(a)(2) and 3583(b)(1). Defendant acknowledges and understands that if she should violate the conditions of any period of supervised release which may be imposed as part of her sentence, then Defendant may be imprisoned for the entire term of supervised release, without credit for time already served on the term of supervised release prior to such violation. *See* Title 18, United Stated Code, sections 3559(a)(2) and 3583(e)(3). Defendant understands that she cannot have the imposition or execution of the sentence suspended, nor is she eligible for parole.

Mandatory Special Assessment

3. Pursuant to Title 18, United States Code, section 3013(a)(2)(A), immediately after sentencing, Defendant will pay to the Clerk of the United States District Court a special assessment in the amount of one hundred dollars (\$100.00) per count of conviction for a total payment of \$200.00. The payment will be by cashier's check or money order, payable to the Clerk of the United States District Court, c/o District Clerk's Office, P.O. Box 61010, Houston, Texas 77208, Attention: Finance.

Immigration Consequences

4. Defendant recognizes that pleading guilty may have consequences with respect to her immigration status if she is not a citizen of the United States. Defendant understands that if she

is not a citizen of the United States, by pleading guilty she may be removed from the United States, denied citizenship, and denied admission to the United States in the future. Defendant's attorney has advised Defendant of the potential immigration consequences resulting from Defendant's plea of guilty.

Waiver of Appeal and Collateral Review

5. Defendant is aware that Title 28, United States Code, section 1291, and Title 18, United States Code, section 3742, afford a defendant the right to appeal the conviction and sentence imposed. Defendant is also aware that Title 28, United States Code, section 2255, affords the right to contest or "collaterally attack" a conviction or sentence after the judgment of conviction and sentence has become final. Defendant knowingly and voluntarily waives the right to appeal or "collaterally attack" the conviction and sentence, except that Defendant does not waive the right to raise a claim of ineffective assistance of counsel on direct appeal, if otherwise permitted, or on collateral review in a motion under Title 28, United States Code, section 2255. In the event Defendant should file a notice of appeal following the imposition of the sentence or later collaterally attacks her conviction or sentence, the United States will assert its rights under this agreement and seek specific performance of these waivers.

6. In agreeing to these waivers, Defendant is aware that a sentence has not yet been determined by the Court. Defendant is also aware that any estimate of the possible sentencing range under the sentencing guidelines that she may have received from her counsel, the United States or the Probation Office, is a prediction and not a promise, did not induce her guilty plea, and is not binding on the United States, the Probation Office or the Court. The United States does not make any promise or representation concerning what sentence the defendant will receive.

Defendant further understands and agrees that the United States Sentencing Guidelines are "effectively advisory" to the Court. *See United States v. Booker*, 543 U.S. 220 (2005). Accordingly, Defendant understands that, although the Court must consult the Sentencing Guidelines and must take them into account when sentencing Defendant, the Court is not bound to follow the Sentencing Guidelines nor sentence Defendant within the calculated guideline range.

7. Defendant understands and agrees that each and all waivers contained in the Agreement are made in exchange for the concessions made by the United States in this plea agreement.

The United States' Agreements

8. The United States agrees to each of the following:

(a) If Defendant pleads guilty to Counts One and Three of the superseding indictment, and persists in that plea through sentencing and commits no further criminal offenses, and if the Court accepts this plea agreement, the United States will move to dismiss any remaining counts of the indictment at the time of sentencing;

(b) At the time of sentencing, the United States agrees not to oppose Defendant's anticipated request to the Court and the United States Probation Office that she receive a two (2) level downward adjustment pursuant to section 3E1.1(a) of the United States Sentencing Guidelines, should Defendant accept responsibility as contemplated by the Sentencing Guidelines.

Agreement Binding - Southern District of Texas Only

9. The United States agrees that it will not further criminally prosecute Defendant in the Southern District of Texas for offenses arising from conduct charged in the indictment which are known to the United States at the time of the execution of this plea agreement. This plea agreement binds only the United States Attorney's Office for the Southern District of Texas and Defendant. It does not bind any other United States Attorney.

United States' Non-Waiver of Appeal

10. The United States reserves the right to carry out its responsibilities under guidelines sentencing. Specifically, the United States reserves the right:

(a) to bring its version of the facts of this case, including its evidence file and any investigative files, to the attention of the Probation Office in connection with that office's preparation of a presentence report;

(b) to set forth or dispute sentencing factors or facts material to sentencing;

(c) to seek resolution of such factors or facts in conference with Defendant's counsel and the Probation Office;

(d) to file a pleading relating to these issues, in accordance with section 6A1.2 of the United States Sentencing Guidelines and Title 18, United States Code, section 3553(a); and

(e) to appeal the sentence imposed or the manner in which it was determined.

Sentence Determination

11. Defendant is aware that the sentence will be imposed after consideration of the United States Sentencing Guidelines and Policy Statements, which are only advisory, as well as the provisions of Title 18, United States Code, Section 3553(a). Defendant nonetheless acknowledges and agrees that the Court has authority to impose any sentence up to and including the statutory maximum set for the offense(s) to which Defendant pleads guilty, and that the sentence to be imposed is within the sole discretion of the sentencing judge after the Court has consulted the applicable Sentencing Guidelines. Defendant understands and agrees that the parties' positions regarding the application of the Sentencing Guidelines do not bind the Court and that the sentence imposed is within the discretion of the sentencing judge. If the Court should impose any sentence up to the maximum established by statute, or should the Court order any or all of the sentences imposed to run consecutively, Defendant cannot, for that reason alone,

withdraw a guilty plea, and will remain bound to fulfill all of the obligations under this plea agreement.

Rights at Trial

12. Defendant understands that by entering into this agreement, she surrenders certain rights as provided in this plea agreement. Defendant understands that the rights of a defendant include the following:

(a) If Defendant persisted in a plea of not guilty to the charges, defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if Defendant, the United States, and the court all agree.

(b) At a trial, the United States would be required to present witnesses and other evidence against Defendant. Defendant would have the opportunity to confront those witnesses and her attorney would be allowed to cross-examine them. In turn, Defendant could, but would not be required to, present witnesses and other evidence on her own behalf. If the witnesses for Defendant would not appear voluntarily, she could require their attendance through the subpoena power of the court; and

(c) At a trial, Defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if Defendant desired to do so, she could testify on her own behalf.

Factual Basis for Guilty Plea

13. Defendant SANTILLAN (hereinafter Santillan) is pleading guilty because she is in fact guilty of the charges contained in Counts One and Three of the superseding indictment. If this case were to proceed to trial, the United States could prove each element of the offense beyond a reasonable doubt. The following facts, among others would be offered to establish Defendant's guilt:

Santillan and co-conspirator Oscar Ortiz (hereinafter Ortiz) engaged in a scheme to defraud residential mortgage lenders. Residential mortgage loans were obtained in the names and using the credit of straw buyers. A loan application was completed in the buyer's name which contained false material information regarding the buyer's creditworthiness and intent or incentive to pay the mortgage(s).

False and misleading information in the loan application as well as other supporting documents were provided to the lenders. These false statements were material to the lender's decision whether and under what circumstances to fund the mortgage loans. The documents used for obtaining the loans to purchase the properties and the documents generated from the closing transactions were authorized and disseminated through the United States mail and interstate commercial courier services and through interstate wire communications such as email and facsimiles. Once the lender decided to fund the residential loans, the loan funds were sent by interstate wire transfer from the lender's bank to a title company in Houston, Texas. These wire transfers moved through a wire communication to the Federal Reserve Bank in New York and were settled through the Federal Reserve Wire Network (Fedwire) in New Jersey. Some of the mortgage lenders were financial institutions whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC). Fraudulently obtained loans were funded by the following FDIC insured institutions: Ohio Savings Bank, National City Bank of Indiana, Encore Bank, Wells Fargo Bank, JP Morgan Chase Bank, and Washington Mutual Bank including among others, the following fraudulently obtained loans:

DATE	PROPERTY	BUYER	LENDER
7/25/2005	1434 West 22nd, Houston, TX	S. Jackson	Ohio Savings Bank
3/13/2006	713 Fargo St., Houston, TX	C. Thieme	Ohio Savings Bank
6/8/2006	2216 Bellefontaine, Houston, TX	T. Van Allen	National City Bank of Indiana & Encore Bank
8/30/2006	413 Merrill, Houston, TX	R. Kriner	Washington Mutual Bank

2/6/2008	5220 Seawall Blvd. #434, Galveston, TX		Wells Fargo Bank

It was part of the scheme that Santillian, a Texas realtor operating under the name Prime Estate Realty, would identify many of the residential properties purchased during the scheme. Ortiz and Santillan recruited, or paid others to recruit, individuals to pose as the buyer of these properties. It was further part of the scheme that Santillan and Ortiz would pitch the individuals they wanted to recruit as buyers. They told prospective buyers the costs associated with purchasing and maintaining the property would be paid by Santillan and Ortiz. The prospective buyers were told the property would only be in their name a short time while it was remodeled by Ortiz and then placed back on the market. Many of the buyers were also promised money in exchange for going to the residential closing(s) and signing the documents.

Santillan and Ortiz engaged in multiple loan transactions involving the same residential properties. The following are a few examples:

Date	PROPERTY	BUYER	LOAN AMOUNT	DEFENDANT DISTRIBUTION
11/17/2005	3921 Bissonnet, Houston, TX	K. Charles	$375,000	Prime Estate Realty $11,250
3/8/2006	3921 Bissonnet, Houston, TX	T. Van Allen	$640,000	Prime Estate Realty $19,200 Uptown Builders $198,604.71
12/30/2005	713 Fargo, Houston, TX	S. Sumlin	$381,000	Prime Estate Realty $11,433
3/13/2006	713 Fargo, Houston, TX	C. Thieme	$670,000	Prime Estate Realty $20,100 Uptown Builders $235,919.05
7/11/2006	5001 Woodway #402, Houston, TX	Americorp Builders, LLC	$100,000	Prime Estate Realty $4,125
8/8/2006	5001 Woodway #402, Houston, TX	A Carrasco	$280,000	Santi Investments $168,126.15
6/30/2006	1972 W. Dallas, Houston, TX	M. Gouacem	$293,000	
8/29/2006	1972 W. Dallas,	R. Kriner	$650,000	Santi Investments $336,394.64

	Houston, TX			

Santillan and Ortiz used several business entities during their scheme, including Prime Estate Realty, Uptown Builders LLC, Uptown Property Management, Americorp Builders LLC, LLC and Santi Investments, LLC. Santillan and Ortiz took one or more distributions from the loan transactions which proceeds were routed through one or more of these business entities established by Santillan, Ortiz, or both. The value of the property was inflated so that Santillan and Ortiz could extract a large portion of the seller's proceeds. This was accomplished often through the filing of mechanic's liens, construction addendums to the earnest money contacts, or other invoicing provided to the title company but not to the lender. Fraudulent appraisal reports were provided to the lenders as false evidence of the current value of the property to be purchased.

Several appraisal reports provided to various lenders during the scheme falsely reflected that each appraisal was conducted by Kenneth Lehrer. A stolen copy of his Texas Appraiser license was attached these appraisal reports submitted to the lenders. Dr. Lehrer would testify that he did not use his license to conduct residential appraisals and when he learned that someone was using his license he met with the Texas Appraiser Licensing and Certification Board in Austin and obtained a new license number. The following transactions are among those in which Dr. Lehrer's license was used:

DATE	PROPERTY	BUYER	LENDER	DEFENDANT DISTRIBUTION
6/30/2005	2422 Driscoll, Houston, TX	M. Briagas	First Franklin, A Division of National City Bank of Indiana	Uptown Builders $200,906.17
7/15/2005	1708 Woodhead, Houston, TX	S. Jackson	First Franklin, A Division of National City Bank of Indiana	Prime Estate Realty $7,000; Uptown Builders $236,906.17

7/25/2005	1434 W. 22nd St., Houston, TX	S. Jackson	Ohio Savings Bank	Prime Estate Realty $8,850; Uptown Builders $78,654.20
12/20/2005	2604 Waugh Dr., Houston, TX	S. Sumlin	First Franklin, A Division of National City Bank of Indiana	Prime Estate Realty $11,370; Uptown Builders $198,604.71
3/13/2006	713 Fargo, Houston, TX	C. Theime	Ohio Savings Bank	Prime Estate Realty $20,100; Uptown Builders $235,919.05
6/8/2006	2216 Bellefontaine, Houston, TX	T. Van Allen	National City Bank of Indiana/Encore Bank	Santi Investments $289,538.85
8/8/2006	5001 Woodway #402, Houston, TX	A. Carrasco	Unprime Securities Co.	Santi Investments $168,126.15

Multiple properties were often purchased in the name and using the credit of the same buyer. The loan application for the second or subsequent mortgage transaction typically did not reflect the buyer had earlier purchased, on credit, another residential property as his or her primary residence. On occasion the subsequent purchase occurred long enough after the initial purchase that the earlier debt appeared on the borrower's credit report. In those instances, it was falsely reported to the lender that the real estate already owned in the borrower's name had been leased and the outstanding monthly mortgage was covered by rental payments.

Two of the mortgage fraud transactions involving the same buyer, T. Van Allen, are described below:

A. 3921 Bissonnet St., Houston, Texas

On March 8, 2006, 3921 Bissonnet was purchased in the name and using the credit of T. Van Allen for a sales price of $640,000 for 100% financing. The seller in this transaction was K. Charles, another straw borrower in whose name this property had been purchased four months earlier for a sales price of only $375,000 with 100% financing. Santillan was the realtor on both of these transactions receiving a "commission" of $11,250 and $19,200 respectively. Both transactions involved material misrepresentations regarding the ability and incentive of each borrower to repay the mortgage loans. In both transactions the lenders were each mislead regarding the borrower's intent to occupy the property as well their income and assets were grossly inflated. Van Allen would testify that he met with Santillan and Ortiz who convinced him he could purchase real estate with them and all he needed to contribute was his good credit. The costs associated with purchasing the property, including the monthly mortgage note, would be paid for by them. Van Allen was promised and received funds after the real estate closing, for signing the documents. Van Allen would also testify as to the false information in the loan application for the purchase of 3921 Bissonnet.

The mortgage notes for Bissonnet were allowed to fall into default and the property was foreclosed on in April 2008 by LaSalle Bank NA.

B. 2216 Bellefontaine St, Houston, Texas

On June 8, 2006, 2216 Bellefontaine was purchased for $620,000 using Van Allen's credit. Two mortgage loans were obtained to purchase this property from two different FDIC insured institutions. The first note was for $496,000 which was fraudulently obtained from National City Bank of Indiana. The second note was financed by Encore Bank for $93,000. Both lenders were provided false information regarding Van Allen's ability and incentive to repay the notes.

Santillan and Ortiz caused false statements to be made to Encore Bank on Van Allen's mortgage loan application for the purchase of 2216 Bellefontaine. The mortgage loan application falsely reflected Van Allen intended to occupy Bellefontaine as his primary residence. Van Allen would testify that it was never his intention to occupy the property and this was known as well to

Santillan and Ortiz who told him he was instead an "investor" and the property would only be in his name a short while. In addition, at the time of the purchase of Bellefontaine, the house was under a lease and the tenant was making monthly lease payments. According to checks found in Uptown Builders' bank accounts, Santillan and Ortiz received rental checks from July 2006 through May 2007 on this property. The mortgage loan application inflated Van Allen's monthly income and falsely omitted the previous purchase of 3921 Bissonnet by Van Allen. Van Allen would testify, and his bank records, would confirm that his income was significantly less than what was reported on the loan application. Further, Van Allen had insufficient income to pay the Bellefontaine mortgages since he owed $640,000 on the Bissonnet mortgage notes. The fact Van Allen had acquired $640,000 in debt from the purchase of Bissonnet was omitted from the Bellefontaine loan application.

In addition, the lenders were provided an appraisal which falsely inflated the value of the house. Attached to the appraisal was a contract allegedly between Santi Investments, LLC and the seller M. Mehafffey for construction work on Bellefontaine that the appraisal report claimed had been performed. The appraisal report also falsely reflected the appraisal had been conducted by Kenneth Lehrer. Santillan and Ortiz provided the title company a copy of a Mechanic's Lien Contract that was allegedly dated June 8, 2006 between Mehaffey and Santi Investments LLC, 1717 St. James Place #120, Houston, TX. "Suzy Santillan" was identified on the contract as the Trustee. The contract was signed by Oscar Ortiz.

Mehaffey would testify that he purchased Bellefontaine as an investment. He did some work on the property and ultimately put a renter in the property. One day while Mehaffy was working on the house, Santillan walked into Bellefontaine and offered buy the house. Mehaffey knew Santillan as she had been his neighbor on Main Street. Mehaffey would testify that he also met Oscar Ortiz but dealt primarily with Santillan with regard to the purchase price of the house. In 2006, Bellefontaine was only worth approximately $320,000 and should never have appraised for $620,000 according to Mehaffey. Mehaffey would testify that he did not enter into a contract with Santi Investments, LLC and was unaware of the contract attached to the appraisal report. Mehaffey would testify that Santi Investments, LLC did not do the work on Bellefontaine and he owed them no money.

As alleged in **Count Three** of the Superseding Indictment Santillan and Ortiz caused the submission of a false appraisal report with attached fake construction contract to Encore Bank, to influence its lending decision. As described above, the appraisal report and Santi Investments construction contract falsely reported Santi Investments, LLC had agreed to and did make approximately $265,260 in renovations to Bellefontaine, thereby increasing its fair market value. The true value of the lender's collateral, 2216 Bellefontaine, was significantly less than that as evidenced, in part, by the large extraction to Santi Investments, LLC after closing. The HUD-1 Settlement Statement falsely reflected that $289,538.85 in seller's proceeds was going to payoff a second mortgage loan to Santi Investments, LLC when in fact, these funds were being extracted from the fraudulently inflated value.

This scheme involved numerous fraudulent loan transactions. More than $16,000,000 in residential mortgage loans were fraudulently obtained during the scheme.

Breach of Plea Agreement

14. If Defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea

agreement, and Defendant's plea and sentence will stand. If at any time Defendant retains, conceals, or disposes of assets in violation of this plea agreement, or if Defendant knowingly withholds evidence or is otherwise not completely truthful with the United States, then the United States may move the Court to set aside the guilty plea and reinstate prosecution. Any information and documents that have been disclosed by Defendant, whether prior to or subsequent to this plea agreement, and all leads derived therefrom, will be used against defendant in any prosecution.

Restitution, Forfeiture, and Fines – Generally

15. This Plea Agreement is being entered into by the United States on the basis of Defendant's express representation that she will make a full and complete disclosure of all assets over which she exercises direct or indirect control, or in which she has any financial interest. Defendant agrees not to dispose of any assets or take any action that would effect a transfer of property in which she has an interest, unless Defendant obtains the prior written permission of the United States.

16. Defendant agrees to make complete financial disclosure by truthfully executing a sworn financial statement (Form OBD-500 or similar form) within 7 days of signing this plea agreement. Defendant agrees to authorize the release of all financial information requested by the United States, including, but not limited to, executing authorization forms permitting the United States to obtain tax information, bank account records, credit histories, and social security information. Defendant agrees to discuss and answer any questions by the United States relating to Defendant's complete financial disclosure.

17. Defendant agrees to take all steps necessary to pass clear title to forfeitable assets to the United States and to assist fully in the collection of restitution and fines, including, but not

limited to, surrendering title, executing a warranty deed, signing a consent decree, stipulating to facts regarding the transfer of title and the basis for the forfeiture, and signing any other documents necessary to effectuate such transfer. Defendant also agrees to direct any banks which have custody of her assets to deliver all funds and records of such assets to the United States.

18. Defendant understands that forfeiture, restitution, and fines are separate components of sentencing and are separate obligations.

Restitution

19. Defendant agrees to pay full restitution to the victim(s) regardless of the count(s) of conviction. Defendant stipulates and agrees that as a result of her criminal conduct, the victim(s) incurred a monetary loss of at least $5,462,500. Defendant understands and agrees that the Court will determine the amount of restitution to fully compensate the victim(s). Defendant agrees that restitution imposed by the Court will be due and payable immediately and that Defendant will not attempt to avoid or delay payment. Subject to the provisions of paragraph 5 above, Defendant waives the right to challenge in any manner, including by direct appeal or in a collateral proceeding, the restitution order imposed by the Court.

a. Defendant agrees to the issuance of a Presentence Restitution Order at this time, requiring Defendant to make monthly payments of $150.00 toward the restitution obligation that will eventually be imposed against the Defendant. On the first business day of each month following the date of this Plea Agreement, Defendant will make monthly payments into the registry of the Court (via checks to "Clerk, U.S. District Court" at P.O. Box 61010, Houston, Texas 77208) until Defendant is no longer on conditions of release. Defendant agrees that the monthly payment amount is based upon Defendant's current ability to pay and is subject to change in the future, whether increase or decrease. If the Defendant contends that her financial circumstances have materially changed, the Defendant must submit sworn information about that change directly to the lead prosecutor for this case. If the parties come to an agreement, then a new monthly payment amount could be submitted to the Court for approval.

b. Defendant agrees that if she receives a tax refund, she will within five (5) days of receipt pay funds into the registry of the Court towards the anticipated restitution debt. If Defendant is single, the entire tax refund amount will be paid; and if Defendant is married, then Defendant's half of the refund will be paid into the registry. Defendant understands that nothing in this Agreement prevents the United States from pursuing administrative offsets, including by the Internal Revenue Service, once a restitution order has been imposed.

Forfeiture

20. Defendant stipulates and agrees that the property listed in the Indictment's Notice of Forfeiture (and in any supplemental Notices) is subject to forfeiture, and Defendant agrees to the forfeiture of that property.

21. Defendant stipulates and agrees that the factual basis for her guilty plea supports the forfeiture against her and in favor of the United States, and Defendant agrees to the imposition of a personal money judgment for $5,462,500, against her and in favor of the United States of America. Defendant stipulates and admits that one or more of the conditions set forth in Title 21, United States Code, section 853(p), exists. Defendant agrees to forfeit any of her property, or her interest in property, up to the value of any unpaid portion of the money judgment, until the money judgment is fully satisfied.

22. Defendant agrees to waive any and all interest in any asset which is the subject of a related administrative or judicial forfeiture proceeding, whether criminal or civil, federal or state.

23. Defendant consents to the order of forfeiture becoming final as to Defendant immediately following this guilty plea, pursuant to Federal Rule of Criminal Procedure 32.2(b)(4)(A).

24. Subject to the provisions of paragraph 5 above, Defendant waives the right to challenge the forfeiture of property in any manner, including by direct appeal or in a collateral proceeding.

Fines

25. Defendant understands that under the Sentencing Guidelines the Court is permitted to order Defendant to pay a fine that is sufficient to reimburse the government for the costs of any imprisonment or term of supervised release, if any. Defendant agrees that any fine imposed by the Court will be due and payable immediately, and Defendant will not attempt to avoid or delay payment. Subject to the provisions of paragraph 5 above, Defendant waives the right to challenge the fine in any manner, including by direct appeal or in a collateral proceeding.

Complete Agreement

26. This written plea agreement, consisting of 20 pages, including the attached addendum of Defendant and her attorney, constitutes the complete plea agreement between the United States, Defendant, and Defendant's counsel. No promises or representations have been made by the United States except as set forth in writing in this plea agreement. Defendant acknowledges that no threats have been made against her and that she is pleading guilty freely and voluntarily because she is guilty.

27. Any modification of this plea agreement must be in writing and signed by all parties.

Filed at Houston, Texas, on September 2, 2016.

Seung Min Santillan, Defendant

Subscribed and sworn to before me on September 2, 2016.

DAVID J. BRADLEY, Clerk
UNITED STATES DISTRICT CLERK

By: ______________________
Deputy United States District Clerk

APPROVED:

Kenneth Magidson
United States Attorney

By: ______________________
Melissa J. Annis
Assistant United States Attorney
Southern District of Texas

____
Tom Berg
Attorney for Defendant

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA	§	
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v.	§	**CRIMINAL NO. H-14-525-01S**
	§	
SEUNG MIN SANTILLAN	§	
a.k.a. Suzy Santillan	§	
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PLEA AGREEMENT -- ADDENDUM

I have fully explained to Defendant her rights with respect to the pending indictment. I have reviewed the provisions of the United States Sentencing Commission's Guidelines Manual and Policy Statements and I have fully and carefully explained to Defendant the provisions of those Guidelines which may apply in this case. I have also explained to Defendant that the Sentencing Guidelines are only advisory and the court may sentence Defendant up to the maximum allowed by statute per count of conviction. Further, I have carefully reviewed every part of this plea agreement with Defendant. To my knowledge, Defendant's decision to enter into this agreement is an informed and voluntary one.

Tom Berg
Attorney for Defendant

9/2/2016
Date

I have consulted with my attorney and fully understand all my rights with respect to the indictment pending against me. My attorney has fully explained, and I understand, all my rights with respect to the provisions of the United States Sentencing Commission's Guidelines Manual which may apply in my case. I have read and carefully reviewed every part of this plea agreement with my attorney. I understand this agreement and I voluntarily agree to its terms.

Seung Min Santillan
Defendant

9/2/2016
Date